

# Agenda Item Form

Agenda Date: 03/30/04

Districts Affected: N/A

Dept. Head/Contact Information: [Police Department, Cliff Walsh, (915) 564-7309]

## Type of Agenda Item:

- |                                                                             |                                                   |                                                    |
|-----------------------------------------------------------------------------|---------------------------------------------------|----------------------------------------------------|
| <input type="checkbox"/> Resolution                                         | <input type="checkbox"/> Staffing Table Changes   | <input type="checkbox"/> Board Appointments        |
| <input type="checkbox"/> Tax Installment Agreements                         | <input type="checkbox"/> Tax Refunds              | <input type="checkbox"/> Donations                 |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement                   | <input type="checkbox"/> Budget Transfer          | <input type="checkbox"/> Item Placed by Citizen    |
| <input type="checkbox"/> Application for Facility Use                       | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements                              | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application         |
| <input checked="" type="checkbox"/> Other <u>Personal Services Contract</u> |                                                   |                                                    |

## Funding Source:

- ☐ General Fund  
☒ Grant (duration of funds: 3 Months)  
☐ Other Source: \_\_\_\_\_

## Legal:

☒ Legal Review Required      Attorney Assigned (please scroll down): Lupe Cuellar      ☒ Approved      ☐ Denied

Timeline Priority: ☒ High      ☐ Medium      ☐ Low      # of days: \_\_\_\_\_

## Why is this item necessary:

To fill a vacant position at the Central Regional Command Center for the Crisis Response Team.  
This is a grant funded position which is funded through June 30, 2004..

## Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

N/A. This position is grant funded and already budgeted through June 30, 2004..

## Statutory or Citizen Concerns:

None Expected

## Departmental Concerns:

None

2004 MAR 24 PM 3 26  
CITY CLERK DEPARTMENT

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **MARIA E. RIVERA** to assist the Police Department as a Crisis Response Team Case Manager at an hourly rate of \$12.50 for 40 hours per week. The term of the contract shall be for the period of March 31, 2004 through June 30, 2004.

**APPROVED** this 30th day of March, 2004.

THE CITY OF EL PASO

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Joe Wardy  
Mayor

ATTEST:

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Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:



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Guadalupe Cuellar  
Deputy City Attorney

STATE OF TEXAS           )  
                                      )  
COUNTY OF EL PASO     )

**PERSONAL SERVICES CONTRACT**

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **MARIA E. RIVERA**, hereinafter referred to as "Employee," witnesseth:

**WHEREAS**, the City, on behalf of the Police Department, desires to employ the Employee as a Crisis Response Team Case Manager; and

**WHEREAS**, Employee possesses the skills to render said employment to the City.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1.     SCOPE OF SERVICES.     Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the Police Department, in El Paso, Texas.

2.     TIME OF PERFORMANCE.     The services of Employee are to commence on or about March 31, 2004 and be completed by June 30, 2004

3.     COMPENSATION AND METHOD OF PAYMENT.     Employee shall be paid at an hourly rate of Twelve and 50/100 Dollars (\$12.50). The employee shall work a minimum of forty (40) hours per week. Employee is classified as non-exempt and is eligible for overtime pay. In the event that Employee works in excess of forty (40) hours per week, Employee shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide fringe benefits as outlined in Attachment B, "Fringe Benefits," and the full time contract Employee shall also be eligible for the following benefits:

A.     The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be

eligible to continue to participate in and receive the benefits of those Plans in the same manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, she shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will she make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the Police Department, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out her duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee

at the following addresses:

CITY: City of El Paso  
Police Department  
Attn: Interim Chief  
2 Civic Center Plaza  
El Paso, Texas 79901-1196

EMPLOYEE: Maria E. Rivera

**IN WITNESS WHEREOF** the parties have executed this agreement at El Paso,  
Texas this 30th day of March, 2004.

CITY OF EL PASO

\_\_\_\_\_  
Joe Wardy  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

EMPLOYEE:

\_\_\_\_\_  
Maria E. Rivera

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

\_\_\_\_\_  
Richard Wiles, Interim Chief  
Police Department

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: \_\_\_\_\_, Secretary  
Date: 3/25/04

## ATTCHMENT "A"

### SCOPE OF DUTIES

#### CRISIS RESPONSE TEAM CASE MANAGER

The duties of this position include, but are not limited to:

Respond to crime scene and other critical incident sites. Provide crisis intervention and stabilization to victims. Assist victims with the Texas Crime Victims' Compensation application. Assess client needs and provide appropriate referrals. Record statistics for use in compiling program progress reports. Assist with shift meeting presentations to EPPD officers. Be on call out status to augment volunteer force. Make on scene calls to assist victims of domestic violence. Plan and schedule victim information sessions.

ATTACHMENT B

FRINGE BENEFITS

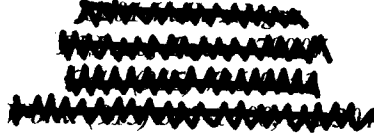
CRISIS RESPONSE TEAM CASE MANAGER

The following benefits package is based on an annual salary of \$26,000.00.

<b>BENEFIT</b>	<b>PERCENT/RAGE</b>	<b>TOTAL</b>
FICA	.062	\$1,616.00
Medicare	.0145	\$ 378.00
Workers' Compensation	.0312	\$ 813.00
Health/Life Insurance	\$4,200.00	\$4,200.00
<b>TOTAL BENEFITS</b>		<b>\$7,007.00</b>



*Maria Elena Rivera*



## *QUALIFICATIONS*

Highly motivated responsible individual with proven Counseling, Administration, and Organizational skills. Computer literate. Focused on high standards and teamwork to obtain optimal results. Thrive on new challenge and detail oriented. My work experience and education allow me to develop interpersonal, communication, and organizational skills. Excellent verbal and written communication skills English and Spanish. Possess the ability to give 100% to career.

## *EDUCATION*

✓ *Bachelor of Science in Social Psychology, Park College*

*Associate of Applied Science in Secretarial Science-Medical, El Paso Community College*

## *PROFESSIONAL EXPERIENCE*

*Family Advocate*

*2003 to Present*

*Center Against Family Violence*

*El Paso, Texas*

Plan, implement and provide a comprehensive plan of action to ensure the safety and well being of residential clients. Provision of services include, safety planning assisting and advocating for the client in the criminal system, promoting the clients' access to opportunities to attain self-sufficiency and incorporating follow-up actions to assist client in their efforts to attain a violence free life style. Prepare a written assessment and service plan for children and their parents. Responsible for maintaining and overseeing the files pertaining to the parent and their children.

*Child Advocate*

*2000 to 2003*

*Center Against Family Violence*

*El Paso, Texas*

Performed interviews for children and parents, generate assessments and plan for services, and provided liaison support between school and children. Conducted orientation within 72 hours of admission to facility. Facilitated counseling sessions for parents, conduct weekly parenting classes, and implement group activities, special events, and enrichment activities. Monitored and maintained records, case notes, and assessments of children. Supervised foster grandparents program, prepared and submitted forms and time sheets to Foster Grandparents Program.

*Child Activity Specialist*

*1999 to 2000*

*Center Against Family Violence*

*El Paso, Texas*

Responsible for providing direct services and structured play activities for the children. Planned daily activities by implementing and monitoring recreation, projects, and schoolwork. Conducted orientation with new children within seventy-two hours of entering shelter and provided liaison between schools and community agencies. Maintained records and statistics on activities, case notes, assessments, progress summaries, and art work.